DECLARATION AND POWER OF ATTORNEY UNDER 35 USC §371(c)(4) FOR PCT APPLICATION FOR UNITED STATES PATENT

As a below named inventor, I hereby declare that: my residence, post office address and citizenship are as stated below under my name;

I verily believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought, namely the invention entitled:

HOLDING APPARATUS FOR VITREOUS BODY SURGICAL CONTACT LENS AND HOLDING PORTION AND CONNECTING PORTION FOR VITREOUS BODY SURGICAL CONTACT LENS described and claimed in international application number PCT/IPOL/11135 filed December 19, 2001.

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations §1.56.

Under Title 35, U.S. Code §119, the priority benefits of the following foreign application(s) filed within one year prior to my international application are hereby claimed:

Japanese Patent Application No. 2001-188253, filed June 21, 2001.

The following application(s) for patent or inventor's certificate on this invention were filed in countries foreign to the United States of America either (a) more than one year prior to my international application, or (b) before the filing date of the above-named foreign priority application(s):

I hereby appoint the following as my altorneys of record with full power of substitution and revocation to prosecute this application and to transact all business in the Patent Office:

James A. Oliff, Reg. No. 27,075; William P. Berridge, Reg. No. 30,024; Kirk M. Hudson, Reg. No. 27,562; Thomas J. Pardini, Reg. No. 30,411; Edward P. Walker, Reg. No. 31,450; Robert A. Miller, Reg. No. 32,771; Mario A. Costantino, Reg. No. 33,565; and Caroline D. Dennison, Reg. No. 34,494.

ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD BE SENT TO OLIFF & BERRIDGE, PLC, P.O. BOX 19928, ALEXANDRIA, VIRGINIA 22320, TELEPHONE (703) 836-6400.

I hereby declare that I have reviewed and understand the contents of this Declaration, and that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

| 1 | Typewritten Fi of Sole or Firs | | Yasuo | | TANO | |
|---|-----------------------------------|--|--|-------------------|-------------|--|
| 2 | Inventor's S | ignature | Given Name | Middle Initial | Family Name | |
| 3 | Date of Sign | ature | May _ | 24 _ | _ دەدر | |
| | | | Month | Day | Year | |
| | Residence: | Kobe-shi | | Hyogo-ken | Japan | |
| | Citizenship: | City Japanese | | State or Province | Country | |
| | Post Office Address: | | 26-21, Kamokogahara 3-chome, Higashinada-ku, | | | |
| | | sert complete mailing tress, including country) | Kobe-shi, Hyogo 658-0064, Japan | | | |

Note to Inventor: Please sign name on line 2 exactly as it appears in line 1 and insert the actual date of signing on line 3.

IF THERE IS MORE THAN ONE INVENTOR USE PAGE 2 AND PLACE AN "X" HERE

| Director of the U.S. Patent R and Trademark Office Box Assignments | RECORDATION FORM COV PATENTS ONLY | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office | |
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| Washington, D.C. 20231 | | | |
| | | | Attorney Docket No. 112372 |
| To the Director of the U.S. Patent a | and Trademark Office: Please | record the attach | ned original document or copy thereof. |
| A. Name of conveying party: | | | d address of receiving party: |
| Yasuo TANO | | HOYA H 5-1, NISH | I address of receiving party. IEALTHCARE CORPORATION HI-SHINJUKU 6-CHOME, KU-KU, TOKYO JAPAN 163-1308 |
| B. Additional name(s) of conveying | g party(ies) attached? ☐ Yes ☑ No | | |
| 3. A. Nature of conveyance: | | B. Additiona | al name(s) & address(es) attached? ☐Yes ☑ No |
| | Merger | | |
| ☐ Security Agreement ☐ | Change of Name | | |
| Other | | | |
| B. Execution Date: May 24, 2002 | | | |
| 4. A. If this document is being filed to | together with a new applicatio | n, the execution (| date of the application is: |
| B. Patent Application No.(s) 10/08 | 38,874 | C. Patent No | o.(s) |
| | Additional numbers attached? | Yes 🖾 N | 10 |
| Name and address of party to whom concerning document should be mailed | | Total number o | of applications and patents involved: 1 |
| Name: James A. Oliff | 7. | A. Total fee | (37 CFR 3.41)\$ 40.00 |
| | | B. Enclosed (| (Check No. <u>131406</u>) |
| Address: OLIFF & BERRIDGE, PL P.O. Box 19928 Alexandria, VA 223 | | | rpayment or charge any underpayment to t number 15-0461. |
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| 9. Statement and signature. To the best of my knowledge and belie the original document. | ief, the foregoing information | is true and corre | ect and any attached copy is a true copy |
| Thank | melin | Date | e: June 7, 2002 |
| James A. Oliff Registration No. 27,07 Thomas J. Pardini Registration No. 30 | | - | C. Juile 1, 2002 |
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| | (1-0) | insert Name(s) of Inventor(s) | | | | |
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| | | | In consideration of the sum of one dullar (\$1.00) and other good and valuable consistration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, truster and set over to | | | |
| | (9) Insert Name of Assignee | | (9) HOYA HEALTHCARE CORPORATION | | | |
| | (10) . | Insert Address of Assignee | (10) 5-1, Nishi-shinjuku 6-chome, Shinjuku-ku, Tokyo 163-1308 Japan | | | |
| | | | (hereinafter designated as the Assignce) and Assignce's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. 1100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, substitute, and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as | | | |
| | (11) Insert Identification such as Title, Case | | (11) HOLDING APPARATUS FOR VITREOUS BODY SURGICAL CONTACT LENS AND HOLDING PORTION AND CONNECTING PORTION FOR VITREOUS BODY SURGICAL CONTACT LENS | | | |
| | | Number, or Foreign Application Number | (Alterney Docket No. 112372 | | | |
| | | | for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or | | | |
| | (12) | Insert Date of Signing of Application | (12) on <u>May 24, 2002</u> | | | |
| n | (13) | Alternative | (13) U.S. application Scrial Number 10/088, 874 | | | |
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